

雙聯學制課程實施辦法

108 年 4 月 18 日 107 學年度第 2 學期第 1 次 會議通過

第一條、 目的

國立臺北商業大學貿易實務法律暨談判碩士學位學程（以下簡稱本學程）為增加學生競爭優勢，與雪梨科技大學法學院合作辦理兩校碩士雙聯學制課程，依據兩校所簽協議（原件為英文，全文如附件）特訂碩士雙聯學制課程實施辦法（以下簡稱本辦法）。

第二條、 名詞定義

本辦法所稱碩士雙聯學制課程，係指根據本校與雪梨科技大學所簽訂之雙聯學制合約，本學位學程學生於本校完成至少一學年之碩士課程後，續於雪梨科技大學法學院修習研究所碩士班(含)以上課程。學生依本辦法於雪梨科技大學法學院修畢課程，符合雙方畢業資格規定後，得同時獲得本學位學程碩士學位和雪梨科技大學法學院法律研究碩士(Master of Legal Studies, MLS)學位。

學生修畢雪梨科技大學法學院 MLS 應修課程而擬繼續攻讀該校法律博士(Juris Doctor, JD)者，其已符合本校畢業資格者，得先行取得本校學位，再依該校規定繼續攻讀 JD。

第三條、 申請資格

- 一、 本學位學程碩士班就讀一學期以上之在學學生。
- 二、 英語測驗成績達雪梨科技大學規定之標準。
- 三、 已修習本校與雪梨科技大學協議之指定科目學分，但有特殊情況經對方同意至該校補修者除外。

第四條、 申請時程及方式

- 一、 原則上於每學期一次，配合對方入學申請時程，由本學程協助有意願之學生向雪梨科技大學法學院申請入學。
- 二、 學生取得雪梨科技大學法學院入學資格後，向本學位學程提出雙聯學位申請，應繳(驗)文件如下：
 1. 錄取資格確認書。
 2. 聲明書(內容如附件)。
 3. 指導教授同意書。學生申請當學期累計修習學分數如尚未合於本學程所規定之申請指導教授之學分要求(總學分之三分之二)，得預先行洽請暫定指導教授一人簽署，惟其日後論文撰寫及口試等，仍須依本校及本學程相關規定及時程辦理。

4. 預選課程表（應詳列本學程畢業學分之尚未選課課程與學分列表（中、英文），所修之課程及學分應符合學生原就讀之規定，並經學程主任同意）。
5. 學生證影本。
6. 本校碩士班歷年中、英文學業成績單。

三、學生應於規定期限內至本學程辦公室繳交相關資料；逾期未繳交者，視同放棄雙聯學位資格。

第五條、學分認定及修業規定

- 一、修讀雙聯學位之學生，應遵守雙方學校選課及修課之相關規定。
- 二、學生於修讀雙聯學位期間，應同時註冊於本校及雪梨科技大學。
- 三、學生修讀雙聯學位期間，每學期應向雪梨科技大學申請修課成績單，並於成績單申請表彌封直接寄至本學位學程，再由本學程轉交至本校教務處註冊組登錄成績。
- 四、本學位學程得就學生修讀雙聯學位期間於雪梨科技大學法學院修習及格之科目進行審查，視科目內容及修習時數，核予抵免本學程之必修科目學分，或列計為選修科目學分。
- 五、若因無法抵免學分導致學分數不足而無法如期畢業時，不得有異議，亦不得以任何理由要求退還學分費或學雜費。
- 六、學生於雪梨科技大學修業期間需依國立臺北商業大學修讀碩士學位規定撰寫碩士論文。
- 七、學生若放棄雪梨科技大學之修業，仍須符合本校之畢業資格，方能授予碩士學位。

第六條、費用

- 一、學生於雪梨科技大學修讀雙聯學制課程期間，除應繳付對方規定之學費及各項費用外，仍應依本校規定繳交學雜費或學分費。
- 二、學生於雙聯學制課程修業期間之生活費、保險費、住宿費、往返機票費、簽證費及其他個人花費，均應自行負擔。
- 三、除學生平安保險外，學生應於出國進修前自行購足額之保險（含醫療險、意外險等）。

第七條、本要點有未盡事宜處，依本校相關規定辦理。

第八條、本要點經本學位學程課程委員會議、學程會議、財經學院課程委員會議及院務會議通過，並送校課程委員會及教務會議核備後實施，修正時亦同。

UTS 學位名稱、修業年限暨入學要求

UTS Course	NTUB Course	RPL	Remaining duration	Admission requirement
Master of Legal Studies	Master Program on Law and Negotiation for Global Trade	48 cp (one year)	48 cp (one year)	1. That the applicants must have enrolled in the NTUB Master Program on Law and Negotiation for Global Trade and remain enrolled at NTUB at the time of application to UTS; AND 2. That the applicants must have successfully completed their 1st year of fulltime study at NTUB including having successfully completed 7 core subjects (as specified in credit definition table) in the Master Program on Law and Negotiation for Global Trade before the   ment of the Master of Legal Studies at UTS.

雙聯學位協議內容重點節錄（第三條）

ARTICULATION PROGRAM

3.1 The Articulation Program is an arrangement between the parties which enables NTUB students who: are **currently enrolled with NTUB in a NTUB Course**; and have successfully completed the course requirements as set out in **Schedule 1**; and meet the UTS English language requirements as outlined on the UTS website at:

<http://www.uts.edu.au/international/prospective/studying/require/english.html>; and comply with all UTS admission requirements under the UTS Rules, Directives and Policies; to apply for admission to the corresponding UTS Course as specified in Schedule 1 and under the terms and conditions of this Agreement.

NTUB students who meet the requirements set out in clause 3.1 are Eligible Students under this Agreement and if admitted to a corresponding UTS Course, UTS will grant the credit points as specified in Schedule 1 towards that UTS Course.

The UTS Courses will be delivered by UTS in Sydney, Australia.

NTUB will recognise the credits obtained by NTUB students upon successful completion of the UTS Courses for credit transfer to NTUB Courses as specified in Schedule 1.

The approved credit recognition arrangement between UTS and NTUB is governed by the terms and conditions in this Agreement only and does not apply to any other credit recognition arrangements.

申請就讀國立臺北商業大學/雪梨科技大學雙聯學位

聲明書

學生 (學號:)申請於民國 年 月起至民國 年 月止，赴雪梨科技大學修習雙學位。茲聲明行前已充分瞭解本雙聯學位之協議內容，以及本校相關規定(含本雙聯學制課程實施辦法及本校碩士及學位授予相關規定)，並保證未來就讀期間將恪遵兩校規定及約束，敦品勵學，爭取個人及學校之榮譽。

此致

國立臺北商業大學

申請人 (簽名)

家長(監護人) (簽名)

學程主任 (簽名)

中華民國 年 月 日

緊急事故聯絡人

姓名		
地址		
電話	市話：	手機：

學生基本資料

姓名		
身分證字號		
出生年月日		
性別/血型	性別：	血型：
與緊急聯絡人關係		

以上所填資料屬實，若有填寫不實，願負相關法律責任。

學生簽名：_____



ARTICULATION AGREEMENT

Between

NATIONAL TAIPEI UNIVERSITY OF BUSINESS

And

UNIVERSITY OF TECHNOLOGY SYDNEY

THIS AGREEMENT IS MADE ON THE

1st of June 2018

BETWEEN: National Taipei University of Business (“NTUB”) No.321, Sec.1, Jinan Road, Zhongzheng District, Taipei City, Taiwan, R.O.C.

AND: University of Technology Sydney (ABN 77 257 686 961) of 15 Broadway, Ultimo New South Wales 2007, Australia (CRICOS Provider No. 00099F) (“**UTS**”)

RECITALS

- A. The University of Technology Sydney is an Australian university, established as a body corporate under the University of Technology Sydney Act 1989 (NSW). UTS has a special focus on international cooperative academic activities and provides courses of study and confers degrees, diplomas, certificates, and other awards.
- B. The National Taipei University of Business is one of the most prestigious universities in Taiwan, dedicated to providing the best business education to students from all over the world
- C. The parties wish to enter into an articulation program for NTUB students studying certain postgraduate degree courses to apply for admission to a corresponding UTS degree program.

1. DEFINITIONS

- 1.1. In this Agreement, unless the context otherwise requires or the contrary intention appears, the following terms will have the meanings assigned to them –

Agreement	means this document including any schedules annexed to it.
Application	means a correctly completed hard copy or online application for admission to a UTS course.
Articulation Program or Program	means the articulation program described in clause 3
Business Day	means a day (other than a Saturday, Sunday or a public holiday) on which banks are open for business in NSW.
Census Date	means the is the last day that a student enrolled at UTS can withdraw from a subject without financial liability or academic penalty.
Code	means the Australian National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students provided for under the ESOS Act as amended from time to time. https://internationaleducation.gov.au/Regulatory-Information/Education-Services-for-Overseas-Students-ESOS-Legislative-Framework/National-Code/Pages/default.aspx

Commencement Date	means the date specified in clause 2.2.
Confidential Information	means information that is by its nature confidential or is designated by one of the parties as confidential or any of the parties knows or ought to know is confidential, including without limitation, any confidential operations, processes or inventions carried on or used by the parties, technology, designs, documentation, manuals, budgets, course or subject evaluations, financial statements or information, accounts, drawings, notes, memoranda and the information contained therein and any other information relevant to the organisation, business, finances or affairs of any of the parties or any personal information of the students applying for or enrolled in the Articulation Program. Confidential Information excludes information that is in the public domain (without any breach of confidentiality) and information that is required to be disclosed by any law, regulation or Court Order.
Confirmation of Enrolment	means UTS confirmation of enrolment confirming that an Eligible Student has accepted a Letter of Offer from UTS.
CRICOS	means the Australia Commonwealth Register for Institutions and Course for Overseas Students.
Defence Trade Controls Law	means any Australian laws and regulations restricting or regulating the export, transfer or trading of specified defence-related or weapons-related goods, services or technologies [including but not limited to the Defence Trade Controls Act 2012 (Cth), Customs Act 1901 (Cth), Weapons of Mass Destruction (Prevention of Proliferation) Act 1995 (Cth), Nuclear Non Proliferation (Safeguards) Act 1987 (Cth) and hemical Weapons (Prohibition) Act 1994 (Cth)]
Eligible Student	means a NTUB student who meets the entry requirement to a UTS Course under the Articulation Program as described in clauses 3.1 and 3.2.
ESOS Act	means the <i>Education Services for Overseas Students Act 2000</i> (Commonwealth of Australia), as amended from time to time.
Intellectual Property Rights	means all statutory and other proprietary rights, Confidential Information, copyright, trademarks, designs (as embodied in, but not limited to, drawings, computer software, solid models and computer algorithms), patents, circuit layouts and all other rights arising from or capable of arising from: the <i>Circuit Layouts Act 1989</i> (Cth); the <i>Copyright Act 1968</i> (Cth); the <i>Designs Act 1906</i> (Cth); the <i>Patents Act 1990</i> (Cth); the <i>Trademarks Act 1995</i> (Cth); any similar legislation within or outside the Commonwealth of Australia and/or any similar unregistered right.
Letter of Offer	means a UTS letter of offer to a student applying to study at UTS and includes approved subject selection.
OHS Laws	means NSW and Australian Commonwealth occupational health and safety laws [including but not limited to Occupational Health and Safety Act 1991

	(Cth), Work Health and Safety Act 2011 (Cth), Work Health and Safety Act 2011 (NSW) and Occupational Health and Safety Act 2000 (NSW)].
NTUB Course(s)	means one of the approved NTUB program(s) as specified in Schedule 1
Privacy and Data Transfer Laws	means NSW and Australian Commonwealth privacy and data transfer laws and regulations under which certain information is afforded privacy protection and transfer of that information may be restricted [including but not limited to the Privacy Act 1988 (Cth), Privacy and Personal Information Protection Act 1998 (NSW) and Health Records and Information Privacy Act 2002 (NSW)].
Sanctions Laws	means any Australian and/or international sanctions laws and regulations under which sanctions are imposed on specified individuals, entities or countries [including but not limited to the Charter of the United Nations Act 1945 (Cth), Autonomous Sanctions Act 2011 (Cth), Autonomous Sanctions Regulations 2011 (Cth), Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth) and the Anti-Money Laundering and Counter Terrorism Financing Rules].
Term	means the term specified in clause 2.1
UTS Admissions Policy	means the UTS policy for admission to all courses offered by the university, other than short courses and which can be accessed at http://www.gsu.uts.edu.au/policies/admissions.html
UTS Credit Recognition Policy	means the UTS policy for granting credit to students for their previous learning, including the types of learning that may be recognised, the processes UTS uses, and the types of credit that can be granted and which can be accessed at http://www.gsu.uts.edu.au/policies/credit-recognition.html
UTS Rules, Directives and Policies	means the UTS Rules and UTS Policies and Directives which can be accessed at http://www.gsu.uts.edu.au/lrp.html
UTS Course(s)	means one of the UTS undergraduate degree program(s) specified in Schedule 1

- 1.2. reference to a person includes a reference to corporations and other entities recognised by law.
- 1.3. In this Agreement, the headings to the clauses have been inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of any of the terms and conditions of this Agreement.
- 1.4. The singular includes the plural and vice versa.
- 1.5. Words importing one gender will include a reference to all other genders.

- 1.6. A reference to a clause, schedule or attachment is a reference to a clause, schedule or attachment to this Agreement and includes any amendments to them made in accordance with this Agreement.
- 1.7. Where under or pursuant to this Agreement the day on or by which any act, matter or thing is to be done is not a Business Day, such an act, matter or thing may be done on the next Business Day.

2. COMMENCEMENT AND TERM

- 2.1. This Agreement will commence on the date that the Agreement is signed by the parties and will continue for a period of 5 years unless earlier terminated in accordance with clause 14.
- 2.2. If this Agreement is not executed on the same date by the parties, then this Agreement will commence on the later date of signing.
- 2.3. This Agreement may be executed in counterparts, each counterpart is deemed to be an original and all of which constitute one and the same instrument.

3. ARTICULATION PROGRAM

- 3.1. The Articulation Program is an arrangement between the parties which enables NTUB students who:

- (a) are currently enrolled with NTUB in a NTUB Course; and
- (b) have successfully completed the course requirements as set out in Schedule 1; and
- (c) meet the UTS English language requirements as outlined on the UTS website at: <http://www.uts.edu.au/international/prospective/studying/require/english.html>; and
- (d) comply with all UTS admission requirements under the UTS Rules, Directives and Policies;

to apply for admission to the corresponding UTS Course as specified in Schedule 1 and under the terms and conditions of this Agreement.

- 3.2. NTUB students who meet the requirements set out in clause 3.1 are Eligible Students under this Agreement and if admitted to a corresponding UTS Course, UTS will grant the credit points as specified in Schedule 1 towards that UTS Course.
- 3.3. The UTS Courses will be delivered by UTS in Sydney, Australia.
- 3.4. NTUB will recognise the credits obtained by NTUB students upon successful completion of the UTS Courses for credit transfer to NTUB Courses as specified in Schedule 1.
- 3.5. The approved credit recognition arrangement between UTS and NTUB is governed by the terms and conditions in this Agreement only and does not apply to any other credit recognition

arrangements.

4. ADMISSION TO UTS COURSES

- 4.1. Eligible Students must apply to UTS for admission to UTS Courses in accordance with UTS Rules, Directives and Policies.
- 4.2. Eligible Students who receive a Confirmation of Enrolment from UTS and are admitted to a UTS Course are responsible for:
 - (a) Obtaining and maintaining (at the Eligible Student's cost) visas, travel clearances and any related documents in compliance with all Australian immigration laws and regulations and as required for study within Australia, including without limitation, compulsory overseas student health cover;
 - (b) Payment directly to UTS for all international student tuition and other required fees applicable for the UTS Courses as published on the UTS website;
 - (c) All personal arrangements and associated costs including without limitation, travel, housing, medical insurance, textbooks, personal expenses and all incidental fees and charges; and
 - (d) meeting any other criteria that may be agreed by the parties in writing.

5. UTS OBLIGATIONS

- 5.1. UTS will provide the NTUB with sufficient and up to date information to enable the NTUB to promote the UTS Courses.
- 5.2. UTS will provide marketing material about UTS and the UTS Courses to NTUB to facilitate all briefing and information sessions for prospective and enrolled students of the Articulation Program.
- 5.3. UTS will be responsible for updating NTUB on any amendment to the UTS Courses or credit recognition that may affect the Articulation Program.
- 5.4. UTS will be responsible for processing Eligible Students' applications and informing Eligible Students about their application outcomes at the earliest convenience.
- 5.5. The UTS Courses will be conducted in accordance with UTS Rules, Directives and Policies.
- 5.6. Eligible Students admitted and enrolled at UTS will be provided with access to the full range of services, rights and privileges provided to UTS students.

6. NTUB OBLIGATIONS

- 6.1. At its cost, NTUB will promote the Articulation Program and UTS Courses to its students in accordance with clause 6.2.as an option for further study.

6.2. NTUB must:

- (a) assist its students to complete forms and applications required by UTS for admission to the UTS Courses;
- (b) assist in the provision of information and necessary documentation to enable NTUB students to complete their international student visa applications;
- (c) ensure NTUB students are informed about the genuine student requirements as set by the Australian Department of Immigration and Citizenship (further information at <http://www.immi.gov.au/students/pdf/2011-genuine-temporary-entrant.pdf>);
- (d) ensure that all information provided to students or prospective students which relates to UTS, the Articulation Program and the UTS Courses is accurate and up to date;
- (e) clearly identify UTS as the provider of the UTS Courses and include UTS's CRICOS code of 00099F in all written and other material including in electronic form;
- (f) in promoting the UTS Courses, comply with, and ensure its employees, officers and agents observe and comply with, the ESOS Act and the Code;
- (g) only undertake promotional activities which have been approved by UTS;
- (h) only use promotional or marketing material that has been provided by UTS or has been approved in advance in writing by UTS;
- (i) not make statements or publish materials in relation to the UTS Courses which are inconsistent with the promotional materials approved by UTS;
- (j) promote the Articulation Program and the UTS Courses in a professional manner with integrity and accuracy; and
- (k) immediately amend or replace promotional and marketing materials as requested by UTS if such amendments or replacements are required by law, including without limitation, the ESOS Act or the Code.

6.3. NTUB must promptly advise UTS of any changes related to the curriculum and or course structure of any NTUB Course and, in the event that such changes are not acceptable to UTS for the purposes of this Agreement, then UTS may terminate this Agreement by providing 7 days written notice to the NTUB.

6.4. NTUB acknowledges that UTS has obligations under the ESOS Act and the Code and agrees to provide UTS with any information UTS considers reasonably necessary to assess and monitor NTUB's credentials and reputation to act as a partner institution of UTS, upon request by UTS. UTS may use or disclose that information to any person it reasonably considers necessary to allow it to properly check NTUB. UTS will not use that information for any other purpose.

7. COHORT SIZE

- 7.1. The NTUB should make efforts to increase the cohort size of students per year that successfully articulate from the NTUB Course to enrolment at UTS in a corresponding UTS Course in order to sustain this Agreement.

8. ACADEMIC MANAGEMENT AND COMPLIANCE

- 8.1. Eligible Students who undertake a UTS Course:
- (a) will be subject to all UTS Rules, Directives and Policies; and any breach of the UTS Rules, Directives and Policies will be dealt with in accordance with the disciplinary rules of UTS; and
 - (b) must comply with all applicable State and Australian Commonwealth laws and regulations.
- 8.2. UTS will confer the UTS Bachelor degree award on students who successfully complete the UTS Course in accordance with UTS Rules, Directives and Policies and established procedures.

9. NO WARRANTY

- 9.1. UTS makes no warranty or commitment that the UTS Courses will continue to be available from time to time.
- 9.2. UTS will notify NTUB as soon as practicable in writing if UTS intends to discontinue any or all of the UTS Courses. This Agreement will continue to apply to any remaining UTS Courses.
- 9.3. If UTS discontinues all the UTS Courses then this Agreement will terminate on the date specified in the notice provided under clause 9.2

10. ACKNOWLEDGEMENT, WARRANTY AND COMPLIANCE

- 10.1. Each party warrants that it will comply with all applicable laws and regulations including all Defence Trade Laws and Sanctions Laws.
- 10.2. Each party acknowledges their responsibility to ensure that the management, operation and delivery of the Articulation Program complies at all times with the applicable laws and other regulatory requirements in their home jurisdiction.
- 10.3. NTUB acknowledges that UTS is required to meet certain obligations under Australian State and Commonwealth laws and regulations including but not limited to Defence Trade Control Laws; the ESOS Act and Code; OHS Laws; Privacy and Data Transfer Laws; and Sanctions Laws. The parties agree that such laws and regulations may affect or restrict the operation of the Articulation Program under this Agreement. NTUB agrees to take reasonable steps to ensure compliance with such laws and regulations where requested to do so by UTS insofar as they may apply to the Articulation Program.

- 10.4. Each party shall advise the other of any significant changes in the laws, regulations and policies of their respective jurisdictions that may affect the delivery of the Articulation Program pursuant to this Agreement.

11. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

- 11.1. The parties agree not to disclose or permit to be disclosed to any third party any Confidential Information in connection with this Agreement without the prior written consent of the affected party which consent may be conditional on the signing of a non-disclosure statement by the third party.
- 11.2. UTS owns and will retain ownership of all Intellectual Property Rights with respect to any and all promotional or marketing material created, developed or supplied by UTS for the delivery of the Articulation Program or otherwise ("Marketing Materials").
- 11.3. For the Term of this Agreement, UTS grants NTUB a non-exclusive royalty free license of the Intellectual Property Rights in all Marketing Materials provided to NTUB by UTS for the purpose of promoting and marketing the Articulation Program and for no other purpose.
- 11.4. NTUB warrants that it has procedures in place to secure and protect the Intellectual Property Rights of UTS against loss, destruction and unauthorised access, use, copying, modification or disclosure.
- 11.5. UTS reserves the right to request that NTUB return (and/or destroy) all of its Marketing Materials and/or Confidential Information when this Agreement expires or when this Agreement is terminated and NTUB agrees to return (and/or destroy) any such Marketing Materials and Confidential Information.
- 11.6. NTUB must immediately notify UTS of any suspected or actual infringement of UTS's Intellectual Property Rights, or unauthorised use, copying or disclosure of Confidential Information. NTUB must provide any assistance reasonably requested by UTS in relation to any proceedings UTS may take for infringement of its Intellectual Property Rights, or the unauthorised use, copying or disclosure of its Confidential Information.

12. INDEMNITY

- 12.1. NTUB will release and indemnify UTS against any loss, damage, costs and expenses (including legal costs on a solicitor/client basis) in respect of all actions, claims, demands or proceedings of any nature, in any jurisdiction which may be brought or commenced against UTS in consequence of, relating to or arising directly or indirectly from:
- (a) the breach by NTUB or its officers, employees or subcontractors of any provision of this Agreement; and/or
 - (b) any wilful or negligent acts or omissions of NTUB or its officers, employees or subcontractors and/or or failure of NTUB or its officers, employees or subcontractors to comply with any law or regulation, including (without limiting this clause) a failure to

comply with any obligation to NTUB students.

13. INSURANCE

- 13.1. Both Parties will hold and maintain Public Liability insurance (not less than A\$10million per any one event and in the aggregate) and Professional Indemnity insurance (not less than A\$5million per any one event and in the aggregate) and all relevant insurances relating to workers compensation required under the laws and regulations of their respective country. Each party will provide the other party with proof of cover within 30 days of the execution of this Agreement and annually thereafter.

14. TERMINATION AND VARIATIONS

- 14.1. Either party may terminate this Agreement at any date earlier than the expiration of the term of this Agreement by giving six months' prior written notice to the other party.
- 14.2. Either party may terminate this Agreement immediately by providing written notice to the other party, if the other party:
- (a) is in breach of this Agreement and, after notification of the breach by the non-defaulting party, fails to remedy that breach within 14 Business Days; or
 - (b) commits any serious or persistent breach of the terms of this Agreement including but not limited to clause 11; or
 - (c) becomes insolvent; or makes a composition or arrangement with creditors; or takes advantage of any statute for the relief of insolvent debtors; or
 - (d) becomes (or steps are taken towards becoming) an externally administered body corporate within the meaning of the Corporations Act 2001 (Cth) or the equivalent legislation applicable to the NTUB ; or
 - (e) a party is declared bankrupt, enters into a scheme of arrangement with its creditors
 - (f) or its officers, employees or subcontractors, are charged with or commit a criminal offence, act of dishonesty, fraud or serious misrepresentation in connection with this Agreement which is likely to bring either party into disrepute or exposes the other party to prosecution or legal proceedings.
- 14.3. If this Agreement is terminated pursuant to this clause 14, such termination will be without prejudice to any rights of the parties accrued prior to the date of termination.
- 14.4. The parties agree that notwithstanding the provisions of this clause 14 and clause 6.3, any Eligible Students who have submitted an application to UTS to undertake a UTS Course prior to the termination date will receive the credit recognition provided under the Articulation Program. Subject to clause 10.3. NTUB students enrolled in any UTS Course will be permitted to complete the UTS Course if this Agreement is terminated for any reason.

14.5. This Agreement may be amended or varied only by written agreement of the parties.

15. NOTICE

15.1. Any consent, notice, approval or other communication ("Notices") that either party gives to the other party must be in writing and sent by airmail post, courier, email or facsimile transmission to the Contact Details set out in Schedule 2.

15.2. Notices under this Agreement may be delivered by hand, by email or by facsimile to the addresses specified in clause 15.1 or any substitute address as may have been notified in writing by the relevant addressee from time to time.

15.3. Notice will be deemed to be given –

- (a) if hand delivered, on delivery; or
- (b) if sent by facsimile transmission, upon an apparently successful transmission being noted by the sender's facsimile machine prior to close of business at 5.00pm. Facsimile transmissions received after 5.00pm will be deemed to be received at the start of the next working day,
- (c) if sent by electronic mail, upon the apparent successful delivery of the message into the addressee's machine prior to close of business at 5.00pm. Electronic messages received after 5.00 pm will be deemed to be received at the start of the next working day.

16. COST AND ADMINISTRATION

16.1. Each party must bear its own costs of negotiating, preparing and executing this Agreement.

16.2. Each party will nominate a person to undertake the role of Course Coordinator (the Course Coordinator). The Course Coordinator shall be responsible for providing academic advice and administration of the Articulation Program relevant to that party's degree component.

16.3. Each party will nominate a person to undertake the role of administrative officer (the Administrative Officer is listed in Schedule 3), to support the daily general and student administration of the Articulation Program, relevant to that party's course component.

16.4. The parties agree that with respect to e-mail communication between both parties and between the parties and the students undertaking the Articulation Program that:

- (a) any e-mail correspondence will be responded to within twenty-four (24) hours (excluding weekends); and
- (b) all e-mail correspondence between the parties and students will be transmitted in English.

16.5. The parties may agree to implement further administrative procedures to assist in the administration of the Articulation Program.

17. DISPUTE RESOLUTION

- 17.1. All disputes arising from the execution of, or in connection with this Agreement shall be settled through friendly consultation between the parties. If the parties have a problem or dispute in relation to any of the terms or effect of this Agreement, the parties will first seek to resolve the problem or dispute by direct negotiation using their best endeavours to settle the problem or dispute. If the problem or dispute continues for a period of 30 days after the parties have negotiated in good faith to resolve the problem or dispute, the parties may elect a third party by mutual consent, who will examine the problem or dispute and provide recommendations. All expenses incurred in appointing the elected third party will be shared equally by the parties.

18. GENERAL

- 18.1. This Agreement will be governed by and construed according to the law of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the Courts of New South Wales.
- 18.2. The parties shall not use the other party's name or logo in any publication or for any other purpose whatsoever without the prior written consent of the other party and then only in the manner and format specified by the other party.
- 18.3. Clauses **Error! Reference source not found.** and 12 will survive the expiration or termination of this Agreement.
- 18.4. Neither party shall assign, subcontract or otherwise transfer its rights and obligations under this Agreement without the prior written consent of the other party.
- 18.5. A complete or partial failure or omission by a party to require the strict or timely compliance with any provision in this Agreement shall in no way affect or prejudice that party's rights to avail itself of all of its rights and remedies under the applicable law for a breach of that provision.
- 18.6. If any part of this Agreement is or later becomes unenforceable, then:
- (a) those unenforceable terms shall be deleted from this Agreement, to the extent that they are unenforceable; and
 - (b) the remaining terms of this Agreement shall continue in full force and effect.
- 18.7. This Agreement contains the whole understanding of the parties relating to its subject matter and it supersedes and cancels any and all representations, agreements and commitments made by the same parties with respect to the same subject matter. Any purported representations warranties or other promises of the parties not recorded in this Agreement are of no effect.

EXECUTED AS AN AGREEMENT

Signed for and on behalf of

NATIONAL TAIPEI UNIVERSITY OF BUSINESS

by its authorized officer

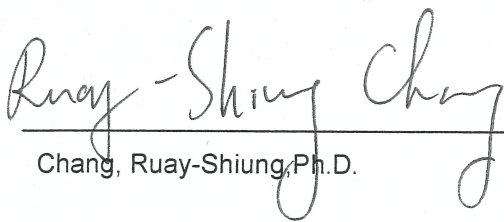
Signed for and on behalf of

UNIVERSITY OF TECHNOLOGY SYDNEY

by its authorized officer

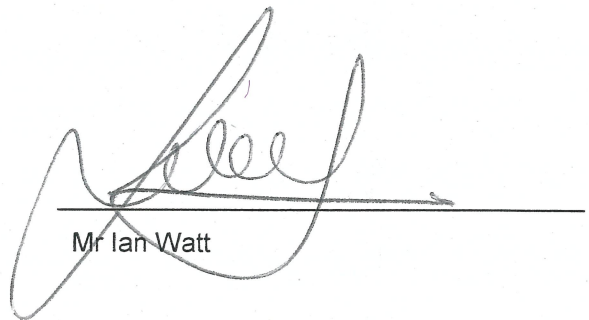
TAIPEI, TAIWAN

SYDNEY, AUSTRALIA



Chang, Ruay-Shiung, Ph.D.

President



Mr Ian Watt

Deputy Vice-Chancellor (International)

Date: 20/12/2018

Date: 6/12/2018

SCHEDULE 1: ARTICULATION AND CREDIT RECOGNITION BETWEEN NTUB AND UTS

UTS course name: Master of Legal Studies (MLS)

NTUB course name: Master Program on Law and Negotiation for Global Trade

<u>NTUB subjects</u>	<u>UTS subjects/study packages to be exempted</u>	<u>Total amount of CR</u>	<u>Remaining course duration</u>
Seven subjects of the following NTUB subjects must be undertaken during year 1 of full time study at NTUB in the Master Program on Law and Negotiation for Global Trade 1. International Trade Law and Policy 2. Oral Argumentation and Persuasion: theory and practice 3. Principles in International Business and Economic Negotiations 4. Introduction to International Business Transactions and the Law 5. Introduction to International Financial Reporting Standard 6. Trade Remedy and Dispute Settlement: case studies 7. Discussions in Practical Trade and Negotiation Issues (I) 8. International Taxation and Cross-Border M&A 9. Selected Topics in Conflict Management	CBK90928 Options (Legal Studies)	48cp	48 cps / 1 year of full-time study

Academic and English language requirements (ELR) for admission

- ☒ **Standard academic requirements/selection criteria** for the course
- ☒ **Standard ELR requirements** for the course

Eligibility requirements for credit recognition

1. That the applicants must have enrolled in the NTUB Master Program on Law and Negotiation for Global Trade and remain enrolled at NTUB at the time of application to UTS;

Currency of prior learning

The NTUB external program, Master Program on Law and Negotiation for Global Trade, must be completed no longer than 2 years prior to admission into the UTS Master of Legal Studies.

UTS and NTUB articulation agreement

☐ Other academic and/or ELR requirements.
Specify:

AND

2. That the applicants must have successfully completed their 1st year of fulltime study at NTUB including having successfully completed 7 core subjects (as specified in credit definition table) in the Master Program on Law and Negotiation for Global Trade before the commencement of the Master of Legal Studies at UTS.

SCHEDULE 2: CONTACT DETAILS

UTS Contact Details:

Contact Name: Liz Treacy Bascunan
Position: Manager, International Pathways
Address: PO Box 123 Broadway NSW 2007
Telephone: + 61 2 9514 2767
Facsimile: + 61 2 9514 2189
Email: Liz.TreacyBascunan@uts.edu.au

NTUB Contact Details:

Contact Name: Lisa Sun
Position: Coordinator
Address: No.321, Sec.1, Jinan-Road, Zhongzheng District,
Taipei City, Taiwan
Telephone: 886-2-23226218
Facsimile: 886-2-23226219
Email: sdsu09@ntub.edu.tw